



CITY of CALABASAS

PROFESSIONAL SERVICES AGREEMENT

CONTRACT SUMMARY

Name of Contractor:	Johnson Favaro, LLP
City Department in charge of Contract:	Community Services
Contact Person for City Department:	Erica L. Green
Period of Performance for Contract:	2/1/2023 – 2/1/2024
Not to Exceed Amount of Contract:	\$286,235 (includes 15% contingency)
Scope of Work for Contract:	Provide programming and facility needs assessment for the Community Services Department including the AHCCC

Insurance Requirements for Contract:

yes no - Is General Liability insurance required in this contract?

If yes, please provide coverage amounts: \$1,000,000.00

yes no - Is Auto insurance required in this contract?

If yes, please provide coverage amounts:

yes no - Is Professional insurance required in this contract?

If yes, please provide coverage amounts:

yes no - Is Workers Comprehensive insurance required in this contract?

If yes, please provide coverage amounts: required by California state requirements

Other:

Proper documentation is required and must be attached.

Initials: (City) _____ (Contractor) _____

PROFESSIONAL SERVICES AGREEMENT
Johnson Favaro, LLP

1. IDENTIFICATION

THIS PROFESSIONAL SERVICES AGREEMENT (“Agreement”) is entered into by and between the City of Calabasas, a California municipal corporation (“City”), and Johnson Favaro, LLP (Consultant”).

2. RECITALS

- 2.1 City has determined that it requires the following professional services from a consultant: Programming and facility needs assessment for the Community Services Department
- 2.2 Consultant represents that it is fully qualified to perform such professional services by virtue of its experience and the training, education and expertise of its principals and employees. Consultant further represents that it is willing to accept responsibility for performing such services in accordance with the terms and conditions set forth in this Agreement.

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions herein contained, City and Consultant agree as follows:

3. DEFINITIONS

- 3.1 “Scope of Services”: Such professional services as are set forth in Consultant’s proposal to City attached hereto as Exhibit A and incorporated herein by this reference.
- 3.2 “Approved Fee Schedule”: Such compensation rates as are set forth in Consultant’s fee schedule to City attached hereto as Exhibit B and incorporated herein by this reference.
- 3.3 “Commencement Date”: February 1, 2023
- 3.4 “Expiration Date”: February 1, 2024

4. TERM

The term of this Agreement shall commence at 12:00 a.m. on the Commencement Date and shall expire at 11:59 p.m. on the Expiration Date unless extended by written agreement of the parties or terminated earlier in accordance with Section 17 (“Termination”) below.

5. CONSULTANT'S SERVICES

- 5.1 Consultant shall perform the services identified in the Scope of Services. City shall have the right to request, in writing, changes in the Scope of Services. Any such changes mutually agreed upon by the parties, and any corresponding increase or decrease in compensation, shall be incorporated by written amendment to this Agreement. In no event shall the total compensation and costs payable to Consultant under this Agreement exceed the sum of Two Hundred and Forty-Eight Thousand Nine Hundred dollars \$248,900.00 unless specifically approved in advance and in writing by City.
- 5.2 Consultant shall perform all work to the highest professional standards of Consultant's profession and in a manner reasonably satisfactory to City. Consultant shall comply with all applicable federal, state and local laws and regulations, including the conflict of interest provisions of Government Code Section 1090 and the Political Reform Act (Government Code Section 81000 *et seq.*).
- 5.3 During the term of this Agreement, Consultant shall not perform any work for another person or entity for whom Consultant was not working at the Commencement Date if both (i) such work would require Consultant to abstain from a decision under this Agreement pursuant to a conflict of interest statute and (ii) City has not consented in writing to Consultant's performance of such work.
- 5.4 Consultant represents that it has, or will secure at its own expense, all personnel required to perform the services identified in the Scope of Services. All such services shall be performed by Consultant or under its supervision, and all personnel engaged in the work shall be qualified to perform such services. **Jim Favaro** shall be Consultant's project administrator and shall have direct responsibility for management of Consultant's performance under this Agreement. No change shall be made in Consultant's project administrator without City's prior written consent.

6. COMPENSATION

- 6.1 City agrees to compensate Consultant for the services provided under this Agreement, and Consultant agrees to accept in full satisfaction for such services, payment in accordance with the Approved Fee Schedule.
- 6.2 Consultant shall submit to City an invoice, on a monthly basis or less frequently, for the services performed pursuant to this Agreement. Each invoice shall itemize the services rendered during the billing period and the amount due. Within ten business days of receipt of each invoice, City shall notify Consultant in writing of any disputed amounts included on the invoice. Within thirty calendar days of

receipt of each invoice, City shall pay all undisputed amounts included on the invoice. City shall not withhold applicable taxes or other authorized deductions from payments made to Consultant.

- 6.3 Payments for any services requested by City and not included in the Scope of Services shall be made to Consultant by City on a time-and-materials basis using Consultant's standard fee schedule. Consultant shall be entitled to increase the fees in this fee schedule at such time as it increases its fees for its clients generally; provided, however, in no event shall Consultant be entitled to increase fees for services rendered before the thirtieth day after Consultant notifies City in writing of an increase in that fee schedule. Fees for such additional services shall be paid within sixty days of the date Consultant issues an invoice to City for such services.

7. OWNERSHIP OF WRITTEN PRODUCTS

All reports, documents or other written material ("written products" herein) developed by Consultant in the performance of this Agreement shall be and remain the property of City without restriction or limitation upon its use or dissemination by City. Consultant may take and retain copies of such written products as desired, but no such written products shall be the subject of a copyright application by Consultant.

8. RELATIONSHIP OF PARTIES

Consultant is, and shall at all times remain as to City, a wholly independent contractor. Consultant shall have no power to incur any debt, obligation, or liability on behalf of City or otherwise to act on behalf of City as an agent. Neither City nor any of its agents shall have control over the conduct of Consultant or any of Consultant's employees, except as set forth in this Agreement. Consultant shall not represent that it is, or that any of its agents or employees are, in any manner employees of City.

9. CONFIDENTIALITY

All data, documents, discussion, or other information developed or received by Consultant or provided for performance of this Agreement are deemed confidential and shall not be disclosed by Consultant without prior written consent by City. City shall grant such consent if disclosure is legally required. Upon request, all City data shall be returned to City upon the termination or expiration of this Agreement.

10. INDEMNIFICATION

- 10.1 The parties agree that City, its officers, agents, employees and volunteers should, to the fullest extent permitted by law, be protected from any and all loss, injury, damage, claim, lawsuit, cost, expense, attorneys' fees, litigation costs, or any other cost arising out of or in any way related to the performance of this Agreement. Accordingly, the provisions of this indemnity provision are intended by the parties to be interpreted and construed to provide the City with the fullest protection possible under the law. Consultant acknowledges that City would not enter into this Agreement in the absence of Consultant's commitment to indemnify and protect City as set forth herein.
- 10.2 To the fullest extent permitted by law, Consultant shall indemnify, hold harmless and defend City, its officers, agents, employees and volunteers from and against any and all claims and losses, costs or expenses for any damage due to death or injury to any person and injury to any property resulting from any alleged intentional, reckless, negligent, or otherwise wrongful acts, errors or omissions of Consultant or any of its officers, employees, servants, agents, or subcontractors in the performance of this Agreement. Such costs and expenses shall include reasonable attorneys' fees incurred by counsel of City's choice.
- 10.3 City shall have the right to offset against the amount of any compensation due Consultant under this Agreement any amount due City from Consultant as a result of Consultant's failure to pay City promptly any indemnification arising under this Section 10 and related to Consultant's failure to either (i) pay taxes on amounts received pursuant to this Agreement or (ii) comply with applicable workers' compensation laws.
- 10.4 The obligations of Consultant under this Section 10 will not be limited by the provisions of any workers' compensation act or similar act. Consultant expressly waives its statutory immunity under such statutes or laws as to City, its officers, agents, employees and volunteers.
- 10.5 Consultant agrees to obtain executed indemnity agreements with provisions identical to those set forth here in this Section 10 from each and every subcontractor or any other person or entity involved by, for, with or on behalf of Consultant in the performance of this Agreement. In the event Consultant fails to obtain such indemnity obligations from others as required herein, Consultant agrees to be fully responsible and indemnify, hold harmless and defend City, its officers, agents, employees and volunteers from and against any and all claims and losses, costs or expenses for any damage due to death or injury to any person and injury to any property resulting from any alleged intentional, reckless, negligent, or otherwise wrongful acts, errors or omissions of Consultant's subcontractors or any other person or entity involved by, for, with or on behalf of

Consultant in the performance of this Agreement. Such costs and expenses shall include reasonable attorneys' fees incurred by counsel of City's choice.

- 10.6 City does not, and shall not waive any rights that it may possess against Consultant because of the acceptance by City, or the deposit with City, of any insurance policy or certificate required pursuant to this Agreement. This hold harmless and indemnification provision shall apply regardless of whether or not any insurance policies are determined to be applicable to the claim, demand, damage, liability, loss, cost or expense.

11. INSURANCE

- 11.1 During the term of this Agreement, Consultant shall carry, maintain, and keep in full force and effect insurance against claims for death or injuries to persons or damages to property that may arise from or in connection with Consultant's performance of this Agreement. Such insurance shall be of the types and in the amounts as set forth below:
- 11.1.1 Comprehensive General Liability Insurance with coverage limits of not less than One Million Dollars (\$1,000,000) including products and operations hazard, contractual insurance, broad form property damage, independent consultants, personal injury, underground hazard, and explosion and collapse hazard where applicable.
 - 11.1.2 Automobile Liability Insurance for vehicles used in connection with the performance of this Agreement with minimum limits of One Million Dollars (\$1,000,000) per claimant and One Million dollars (\$1,000,000) per incident.
 - 11.1.3 Worker's Compensation insurance as required by the laws of the State of California.
- 11.2 Consultant shall require each of its subcontractors to maintain insurance coverage that meets all of the requirements of this Agreement.
- 11.3 The policy or policies required by this Agreement shall be issued by an insurer admitted in the State of California and with a rating of at least A:VII in the latest edition of Best's Insurance Guide.
- 11.4 Consultant agrees that if it does not keep the aforesaid insurance in full force and effect, City may either (i) immediately terminate this Agreement; or (ii) take out

the necessary insurance and pay, at Consultant's expense, the premium thereon.

- 11.5 At all times during the term of this Agreement, Consultant shall maintain on file with City's Risk Manager a certificate or certificates of insurance showing that the aforesaid policies are in effect in the required amounts and naming the City and its officers, employees, agents and volunteers as additional insureds. Consultant shall, prior to commencement of work under this Agreement, file with City's Risk Manager such certificate(s).
- 11.6 Consultant shall provide proof that policies of insurance required herein expiring during the term of this Agreement have been renewed or replaced with other policies providing at least the same coverage. Such proof will be furnished at least two weeks prior to the expiration of the coverages.
- 11.7 The General Liability Policy of insurance required by this Agreement shall contain an endorsement naming City and its officers, employees, agents and volunteers as additional insureds. The General Liability Policy required under this Agreement shall contain an endorsement providing that the policies cannot be canceled or reduced except on thirty days' prior written notice to City. Consultant agrees to require its insurer to modify the certificates of insurance to delete any exculpatory wording stating that failure of the insurer to mail written notice of cancellation imposes no obligation, and to delete the word "endeavor" with regard to any notice provisions. If this contract provides service to a Homeowners Association, that Homeowners Association must be listed as an additional insured in addition to the City.
- 11.8 The insurance provided by Consultant shall be primary to any coverage available to City. Any insurance or self-insurance maintained by City and/or its officers, employees, agents or volunteers, shall be in excess of Consultant's insurance and shall not contribute with it.
- 11.9 All insurance coverage provided pursuant to this Agreement shall not prohibit Consultant, and Consultant's employees, agents or subcontractors, from waiving the right of subrogation prior to a loss. Consultant hereby waives all rights of subrogation against the City.
- 11.10 Any deductibles or self-insured retentions must be declared to and approved by the City. At the option of City, Consultant shall either reduce or eliminate the deductibles or self-insured retentions with respect to City, or Consultant shall procure a bond guaranteeing payment of losses and expenses.
- 11.11 Procurement of insurance by Consultant shall not be construed as a limitation of Consultant's liability or as full performance of Consultant's duties to indemnify, hold harmless and defend under Section 10 of this Agreement.

12. MUTUAL COOPERATION

- 12.1 City shall provide Consultant with all pertinent data, documents and other requested information as is reasonably available for the proper performance of Consultant's services under this Agreement.
- 12.2 In the event any claim or action is brought against City relating to Consultant's performance in connection with this Agreement, Consultant shall render any reasonable assistance that City may require.

13. RECORDS AND INSPECTIONS

Consultant shall maintain full and accurate records with respect to all matters covered under this Agreement for a period of three years after the expiration or termination of this Agreement. City shall have the right to access and examine such records, without charge, during normal business hours. City shall further have the right to audit such records, to make transcripts therefrom and to inspect all program data, documents, proceedings, and activities.

14. PERMITS AND APPROVALS

Consultant shall obtain, at its sole cost and expense, all permits and regulatory approvals necessary in the performance of this Agreement. This includes, but shall not be limited to, encroachment permits and building and safety permits and inspections.

15. NOTICES

Any notices, bills, invoices, or reports required by this Agreement shall be deemed received on: (i) the day of delivery if delivered by hand, facsimile or overnight courier service during Consultant's and City's regular business hours; or (ii) on the third business day following deposit in the United States mail if delivered by mail, postage prepaid, to the addresses listed below (or to such other addresses as the parties may, from time to time, designate in writing).

If to City

City of Calabasas
100 Civic Center Way
Calabasas, CA 91302
Attn: **Erica Green**
Telephone: (818) 224-1600

If to Consultant:

Johnson Favaro, LLP
5898 Blackwelder Street
Culver City, CA 90232
Attn: *Jim Favaro*
Telephone: (310) 559-5720
www.johnsonfavaro.com

With courtesy copy to:

Matthew T. Summers
Colantuono, Highsmith & Whatley, PC
City Attorney
790 E. Colorado Blvd., Suite 850
Pasadena, CA 91101
Telephone: (213) 542-5700
Facsimile: (213) 542-5710

16. SURVIVING COVENANTS

The parties agree that the covenants contained in Section 9, Section 10, Paragraph 12.2 and Section 13 of this Agreement shall survive the expiration or termination of this Agreement.

17. TERMINATION

17.1. City shall have the right to terminate this Agreement for any reason on five calendar days' written notice to Consultant. Consultant shall have the right to terminate this Agreement for any reason on sixty calendar days' written notice to City. Consultant agrees to cease all work under this Agreement on or before the effective date of any notice of termination. All City data, documents, objects, materials or other tangible things shall be returned to City upon the termination or expiration of this Agreement.

17.2 If City terminates this Agreement due to no fault or failure of performance by Consultant, then Consultant shall be paid based on the work satisfactorily performed at the time of termination. In no event shall Consultant be entitled to receive more than the amount that would be paid to Consultant for the full performance of the services required by this Agreement.

18. GENERAL PROVISIONS

18.1 Consultant shall not delegate, transfer, subcontract or assign its duties or rights hereunder, either in whole or in part, without City's prior written consent, and any attempt to do so shall be void and of no effect. City shall not be obligated or liable under this Agreement to any party other than Consultant.

18.2 In the performance of this Agreement, Consultant shall not discriminate against any employee, subcontractor, or applicant for employment because of race, color, creed, religion, sex, marital status, sexual orientation, national origin, ancestry, age, physical or mental disability or medical condition.

Initials: (City) _____ (Contractor) _____

- 18.3 The captions appearing at the commencement of the sections hereof, and in any paragraph thereof, are descriptive only and for convenience in reference to this Agreement. Should there be any conflict between such heading, and the section or paragraph thereof at the head of which it appears, the section or paragraph thereof, as the case may be, and not such heading, shall control and govern in the construction of this Agreement. Masculine or feminine pronouns shall be substituted for the neuter form and vice versa, and the plural shall be substituted for the singular form and vice versa, in any place or places herein in which the context requires such substitution(s).
- 18.4 The waiver by City or Consultant of any breach of any term, covenant or condition herein contained shall not be deemed to be a waiver of such term, covenant or condition or of any subsequent breach of the same or any other term, covenant or condition herein contained. No term, covenant or condition of this Agreement shall be deemed to have been waived by City or Consultant unless in writing.
- 18.5 Consultant shall not be liable for any failure to perform if Consultant presents acceptable evidence, in City's sole judgment that such failure was due to causes beyond the control and without the fault or negligence of Consultant.
- 18.6 Each right, power and remedy provided for herein or now or hereafter existing at law, in equity, by statute, or otherwise shall be cumulative and shall be in addition to every other right, power, or remedy provided for herein or now or hereafter existing at law, in equity, by statute, or otherwise. The exercise, the commencement of the exercise, or the forbearance of the exercise by any party of any one or more of such rights, powers or remedies shall not preclude the simultaneous or later exercise by such party of any of all of such other rights, powers or remedies. In the event legal action shall be necessary to enforce any term, covenant or condition herein contained, the party prevailing in such action, whether reduced to judgment or not, shall be entitled to its reasonable court costs, including accountants' fees, if any, and attorneys' fees expended in such action. The venue for any litigation shall be Los Angeles County, California.
- 18.7 If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, then such term or provision shall be amended to, and solely to, the extent necessary to cure such invalidity or unenforceability, and in its amended form shall be enforceable. In such event, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

- 18.8 This Agreement shall be governed and construed in accordance with the laws of the State of California.
- 18.9 All documents referenced as exhibits in this Agreement are hereby incorporated into this Agreement. In the event of any material discrepancy between the express provisions of this Agreement and the provisions of any document incorporated herein by reference, the provisions of this Agreement shall prevail. This instrument contains the entire Agreement between City and Consultant with respect to the transactions contemplated herein. No other prior oral or written agreements are binding upon the parties. Amendments hereto or deviations herefrom shall be effective and binding only if made in writing and executed by City and Consultant.
- 18.10 In consideration of this agreement, consultant (or artist(s), or performer(s) grants to city and its officers and employees, the right to film, through photography, video, or other media, the performance(s) contemplated under this agreement. The city is authorized to use of the performer(s) name(s) and/or Artist approved photographs. The city is also authorized, without limitation, to broadcast or re- broadcast the performance(s) on City CTV, through the city’s website, news media, or through other forms of media (e.g. streaming).

TO EFFECTUATE THIS AGREEMENT, the parties have caused their duly authorized representatives to execute this Agreement on the dates set forth below.

“City”
City of Calabasas

“Consultant”
Johnson Favaro, LLP

By: _____
David Shapiro, City Mayor

By: _____
Jim Favaro, Owner

Date: _____

Date: _____

By: _____
Kindon Meik, City Manager

By: _____
Steve Johnson, Owner

Date: _____

Date: _____

By: _____
Erica Green, Director of Community Services

Date: _____

Attest:

By: _____
Maricela Hernandez, MMC, CPMC
City Clerk

Date: _____

Approved as to form:

By: _____
Matthew T. Summers
Colantuono, Highsmith & Whatley, PC
City Attorney

Date: _____

EXHIBIT A
SCOPE OF WORK

See attached proposal.

EXHIBIT B
APPROVED FEE SCHEDULE

See attached proposal.

CITY OF CALABASAS COMMUNITY FACILITIES MASTER PLAN

EXHIBIT A OVERALL FEE SUMMARY

<i>Discipline</i>	<i>Firm</i>	<u>DISCOVERY</u>	<u>OPTION DEVELOPMENT</u>	<u>FINAL RECOMMENDATIONS</u>	TOTALS
		45 Calendar Days	105 Calendar Days	30 Calendar Days	
Facilities Planning	Johnson Favaro	\$53,160	\$109,920	\$34,320	\$197,400
Community Outreach	Johnson Favaro	\$13,000	\$15,000	\$4,000	\$32,000
Cost Planning	MGAC	\$4,875	\$10,725	\$3,900	\$19,500
SUBTOTALS		\$71,035	\$135,645	\$42,220	\$248,900

CITY OF CALABASAS COMMUNITY FACILITIES MASTER PLAN

EXHIBIT B: JOHNSON FAVARO PROGRAM OF OUTREACH (180 Days)				
<i><u>PARTICIPANT</u></i>	<i>DISCOVERY</i>	<i>OPTION DEVELOPMENT</i>	<i><u>FINAL RECOMMENDATIONS</u></i>	TOTALS
	45 Calendar Days	105 Calendar Days	30 Calendar Days	
Stakeholder and User Groups	3	3	0	6
Community Services, Parks and Recreation Staff	3	3	0	6
City Manager	1	1	1	3
City Administration and Staff	2	2	1	5
City Commissions and City Council	0	2	2	4
City and County Regulatory Agencies	2	2	0	4
At Large Community Meetings	2	2	0	4
	13	15	4	32
	\$13,000	\$15,000	\$4,000	\$32,000

CITY OF CALABASAS COMMUNITY FACILITIES MASTER PLAN

JOHNSON FAVARO TASKS AND DELIVERABLES BY PHASE	Discovery		Hours and Fee by Task
	Principal	Associate/Principal	
	\$240	\$180	
DISCOVERY (45 Calendar Days)			
<p>1 EVALUATE CURRENT INDOOR AND OUTDOOR PROGRAMMING AT AHCCC AND CITY WIDE</p> <p>a. Identify and record city programs and services offerings at AHCCC, Tennis and Swim Center and other city facilities as appropriate and necessary</p> <p>b. Gather readily available demographic data, applied to and distinguished at east and west areas of the city</p> <p>c. Develop indoor and outdoor programs inventory and analysis city wide distinguished by east and west areas of the city</p> <p>d. Identify and graphically document inventory of indoor and outdoor programs and services city wide</p> <p>e. Provide level of service analysis of current indoor and outdoor programming city wide</p> <p>f. Provide numerical inventory and graphic description of indoor and outdoor facilities city wide</p>	8 1 2 2 1 4 8 18 0 \$4,320	0 0 \$0 \$480 \$880 \$1,440 \$1,560 \$240 0 \$960 0 \$0 \$5,520	8 3 10 14 17 12 8 64 4 \$9,840
Discovery Task 1 Subtotal:			
<p>2 CONFIRM FUTURE INDOOR AND OUTDOOR RECREATION NEEDS OF THE COMMUNITY AT AHCCC AND CITY WIDE</p> <p>a. Identify and record southern California and state wide trends, best practices and benchmark standards</p> <p>b. Record needs identified in Chapter X "Parks, Recreation and Trails Element" of the 2030 General Plan (publisher 2014). Confirm and document community wish list</p> <p>c. Prepare numerical inventory and graphic description of community facilities wish list</p> <p>d. Prepare comparative analyses of AHCCC, Tennis and Swim Center and/or other city owned and/or available candidate sites for their capacity/feasibility to accommodate community wish list</p> <p>e. Prepare inventory of ROM capital and operations costs of facilities identified in community wish list</p> <p>f. Translate community wish list into programs, services and facilities needs assessment and document in a report that summarizes the needs</p>	4 8 2 10 2 0 15 38 0 \$8,760	0 0 0 \$2,160 \$720 \$4 \$1,800 63 \$7,080	20 12 20 16 102 4 30 102 4
Discovery Task 2 Subtotal:			
<p>3 PERFORM A GAP ANALYSIS FOR PROGRAMMING AT AHCCC AND CITY WIDE</p> <p>a. Identify program changes necessary to fulfill needs assessment</p> <p>b. Identify facilities changes necessary to fulfill program changes</p> <p>c. Identify ROM capital costs necessary to fulfill facilities changes</p> <p>c. Identify ROM staffing requirements and budget necessary to fulfill program needs</p> <p>d. Confirm community priorities and suitability of AHCCC, Tennis and Swim Center and/or alternate city owned and/or available candidate sites for delivering on those priorities</p> <p>e. Identify potential synergistic relationships with facilities within existing facilities' sphere of influence city wide</p> <p>f. Assemble findings of Discovery phase into Preliminary Report including community priority list with anticipated costs and other visual aids that identify projects and programs that will meet the needs of the community</p>	8 12 10 8 4 8 24 74 0 131	0 \$2,880 \$2,880 \$2,400 \$1,920 \$1,920 \$5,760 \$9,120 \$9,120 \$0 \$17,760	24 36 10 16 20 8 36 174 0 209
Discovery Task 3 Subtotal:			
DISCOVERY HOURS			340
DISCOVERY FEES			\$53,160

CITY OF CALABASAS COMMUNITY FACILITIES MASTER PLAN

JOHNSON FAVARO TASKS AND DELIVERABLES BY PHASE

OPTION DEVELOPMENT (105 Calendar Days)

	Option Development			Hours and Fee by Task
	Finalize	Associate Principal	Partner/Associate	
	\$240	\$180	\$120	
4 DEVELOP AHCC, TENNIS AND SWIM CENTER AND/OR CANDIDATE SITE CONFIGURATION OPTIONS				
a. Alternate conceptual facility configurations	16	40	56	
	\$3,840	\$4,800	\$8,640	
b. Aerial conceptual 3-D model views of alternate configurations	16	60	76	
	\$3,840	\$7,200	\$11,040	
c. Ground level computer generated views of plan options (from computer generated 3-D model)	16	60	76	
	\$3,840	\$7,200	\$11,040	
d. Building and parking capacity calculations related to plan options at AHCC or other sites(s)	4	0	8	
	\$960	\$0	\$960	
e. Alternate vehicular circulation and parking strategies (drop-off and pick-up, service, emergency)	10	10	10	
	\$2,400	\$2,400	\$2,400	
f. Alternate rough order of magnitude (ROM) cost estimates	2	4	6	
	\$480	\$960	\$1,440	
	84	172	256	
	\$15,360	\$0	\$20,840	
Option Development Task 4 Subtotal:				
5 DEVELOP PREFERRED FACILITY CONFIGURATION OPTIONS AT AHCC AND/OR OTHER CANDIDATE SITES				
a. Develop alternate and preferred site plans) including indoor and outdoor facilities (where applicable), parking and vehicular circulation	16	32	48	
	\$3,840	\$3,840	\$7,680	
b. Develop alternate and preferred concept floor plans	16	32	48	
	\$3,840	\$3,840	\$7,680	
c. Develop alternate and preferred volumetric building configurations where applicable	4	40	44	
	\$960	\$4,800	\$5,760	
d. Identify alternate and preferred site development requirements for purposes of ROM cost estimates(s)	2	8	10	
	\$480	\$960	\$1,440	
e. Develop preliminary 3-D aerial visualizations of preferred option	4	40	44	
	\$960	\$4,800	\$5,760	
f. Develop preliminary interior and exterior ground level visualizations of preferred option	10	60	70	
	\$2,400	\$7,200	\$9,600	
g. Develop preliminary ROM operations and maintenance cost plan, cost of construction and capital outlay plan of preferred option	8	8	16	
	\$1,920	\$960	\$2,880	
	60	20	80	
	\$14,400	\$0	\$16,400	
6 PLANNING PARAMETERS, COST ANALYSIS, MASTER PLAN AND IMPLEMENTATION PLAN FOR AHCC AND CITY WIDE				
a. Finalize long term building program	8	8	16	
	\$1,920	\$960	\$2,880	
b. Finalize preferred long term option concept plans) based on long term building program	4	24	28	
	\$960	\$7,200	\$8,160	
c. Create a long term master plan based on the community needs assessment and preferred option concept plans at preferred candidate sites	24	24	48	
	\$5,760	\$2,880	\$8,640	
d. Verify conformance and/or variance with general plan, local zoning, height and setback requirements, neighbor design guidelines where applicable	0	4	4	
	\$0	\$180	\$180	
e. Create comprehensive cost plan of long term facilities master plan	2	4	6	
	\$480	\$960	\$1,440	
f. Create implementation plan broken into individual or project groups with flexibility in order of implementation phases of resources allow	16	32	48	
	\$3,840	\$3,840	\$7,680	
g. Assemble findings of Option Development phase into Progress Report	32	8	40	
	\$7,680	\$960	\$8,640	
	88	104	192	
	\$20,640	\$12,480	\$33,120	
Option Development Task 6 Subtotal:				
OPTION DEVELOPMENT HOURS	210	496	706	
OPTION DEVELOPMENT FEES	\$50,400	\$0	\$59,520	\$109,920

CITY OF CALABASAS COMMUNITY FACILITIES MASTER PLAN

JOHNSON FAVARO TASKS AND DELIVERABLES BY PHASE

FINAL RECOMMENDATIONS (30 Calendar Days)

- 7 FINAL RECOMMENDATION DELIVERABLES**
- a. Finalize facilities master plan (FMP)
 - b. Finalize FMP implementation plan with flexible order of implementation
 - c. Finalize concept site plan and floor plans of individual projects including indoor facilities parking and vehicular circulation at AHCCC, Tennis and Swim Center and/or preferred candidate sites
 - d. Document concept volumetric building configurations recorded in AutoCad, Revit and ENSCAPE
 - e. Conceptual 3-D aerial visualizations of individual and/or groups of projects
 - f. Conceptual interior and exterior ground level visualizations of individual and/or groups of projects
 - g. Identify and record cost of construction and capital outlay plan associated with individual and/or groups of projects
 - h. Assemble findings of Final Recommendations phase into Final Report in 11 x 17 hard copy and digital format

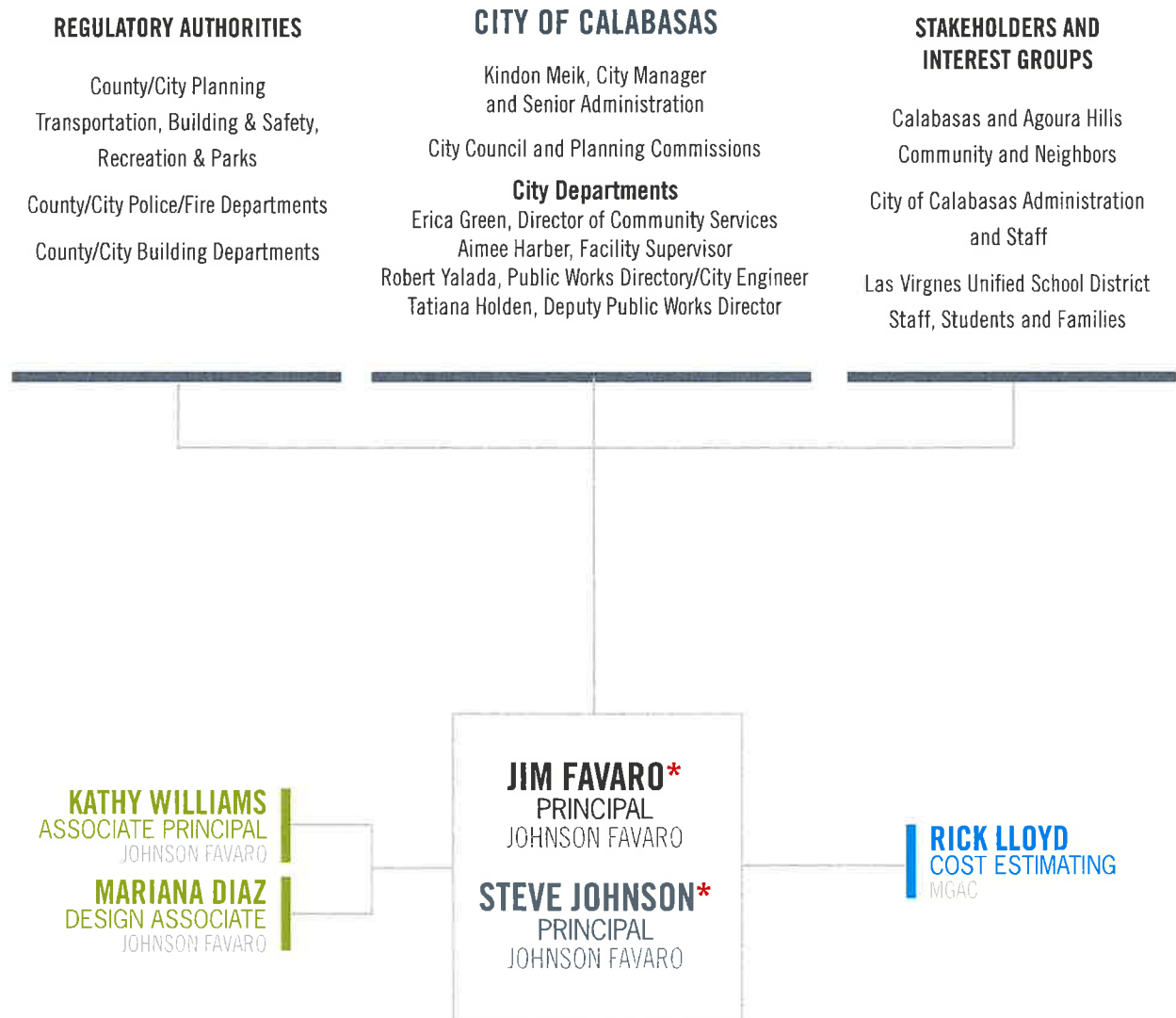
	Final Recommendations			Hours and Fee by Task
	Principal	Associate Principal	Design Associate	
	\$240	\$190	\$120	
	8		24	32
	\$1,920		\$2,880	\$4,800
	8		16	24
	\$1,920		\$1,920	\$3,840
	2	0	18	20
	\$480	\$0	\$2,160	\$2,640
	2		24	26
	\$480		\$2,880	\$3,360
	6		16	22
	\$1,440		\$1,920	\$3,360
	6		40	46
	\$1,440		\$4,800	\$6,240
	2			2
	\$480			\$480
	\$9,600			\$9,600
	74	0	138	212
	\$17,760	\$0	\$16,560	\$34,320
Final Recommendations Task & Subtotal:	74	0	138	212
FINAL RECOMMENDATION HOURS	\$74	\$0	\$16,560	\$34,320
FINAL RECOMMENDATION FEES				

ARCHITECTURE + URBAN DESIGN

JOHNSON
FAVARO

TEAM ORGANIZATION & EXPERIENCE

ORGANIZATIONAL CHART



*Jim Favaro and Steve Johnson will both serve as project managers responsible for all communications with the city and community, as well as the planning, production and coordination of the work product.

FEATURED PROJECT EXPERIENCE MATRIX

	<u>City of Rancho Palms Verdes Ladera Linda Park and Community Center. 2018 - Present</u>	<u>City of West Hollywood Park Expansion & Library. 2011</u>	<u>City of Riverside Nichols Park Joyce Jackson Community Center Master Plan. 2019</u>	<u>City of Riverside Main Library, Riverside, CA. 2017-2020</u>	<u>City of Huntington Beach Oak View Community Center Master Plan. 2021 - Present</u>	<u>Anaheim Union High School District. Magnolia High School Center for Excellence. 2021 - Present</u>	<u>County of Orange - Costa Mesa Branch Library and Community Center. Costa Mesa, CA. 2014 - 2020</u>	<u>Center for Early Education. West Hollywood, CA. 2011 - 2020</u>	<u>UCLA Continuing and Professional Services Administration Headquarters. 2016 - 2018</u>	<u>Mirman School for Gifted Children. Los Angeles, CA. 2019 - Present</u>	<u>LAUSD Canyon Charter School Classroom Building. Santa Monica, CA. 2017 - Present</u>	<u>SMMUSD Elementary School Projects: Grant, Will Rogers, McKinley. 2020 - Present</u>
JIM FAVARO Principal in Charge	●	●	●	●	●	●	●	●	●	●	●	●
STEVE JOHNSON Principal, Project Architect	●	●	●	●	●	●	●	●	●	●	●	●
KATHY WILLIAMS Associate Principal	●		●			●	●	●	●		●	●
MARIANA DIAZ Design Associate										●	●	●
RICK LLOYD (MGAC) Cost Estimators	●	●	●	●	●	●	●	●	●	●	●	●



JIM FAVARO, AIA

JOHNSON FAVARO

PRINCIPAL, PROJECT MANAGER

Licensed Architect, CA #C32185

Master of Architecture 1978 - 1982

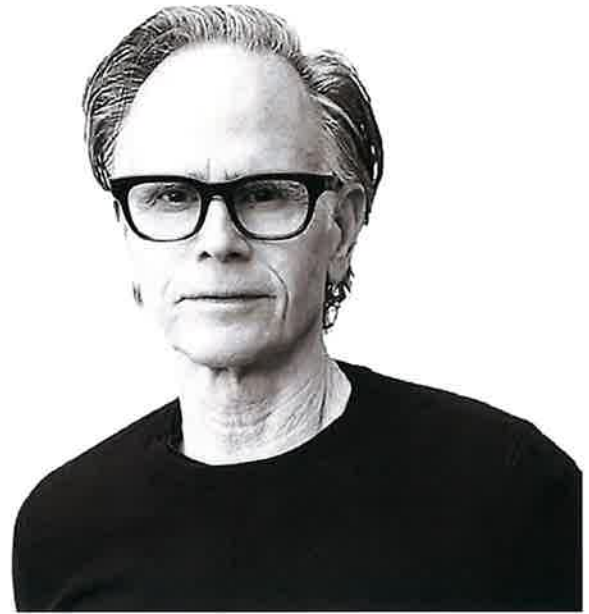
Graduate School of Design, Harvard University

Bachelor of Science 1974 - 1978

Stanford University Engineering School

Phi Beta Kappa 1978

Jim Favaro acts as the project manager and principal nexus of communication, coordinating all aspects of the city and community working relationships as well as stewardship of the project. Jim has partnered with Steve in leading the planning, design and construction efforts on all of our community driven planning and design projects. He works closely with Steve on every project in the office.



STEVE JOHNSON, AIA

JOHNSON FAVARO

PRINCIPAL, PROJECT ARCHITECT

Licensed Architect, CA #C17181

Master of Architecture 1983

Graduate School of Design, Harvard University

Bachelor of Design, Architecture 1975

University of Florida

Steve Johnson serves as the principal project architect in charge of planning and design, ensuring that the team integrates all information and ideas gathered from the city, as well as the planning, program and technical research for the project design. Steve has been the lead architect on all of our community driven master plans and built projects. He works closely with Jim on every project in the office.



KATHY WILLIAMS

JOHNSON FAVARO

ASSOCIATE PRINCIPAL

Master of Architecture 2001-2004

Rice University

Bachelor of Science in Architecture 1994-1998

University of Michigan

Kathy Williams is an associate principal who works to develop in-house electronic and paper documents (diagrams, models, renderings) and coordinates with engineering and technical consulting teams. Kathy assists with project regulatory requirements and with daily in-house project management. She also contributes to the creation of presentation materials and physical project models. She is skilled at guiding design associates and other junior staff members in completion of design deliverables that achieve regulatory compliance. Kathy has been a member of the Johnson Favaro team since 2010.

PRINCIPALS' AND ASSOCIATE PRINCIPAL'S COMMUNITY CENTER, RECREATION AND INSTITUTIONAL PROJECT EXPERIENCE

- Beverly Hills La Cienega Park and Recreation Complex, Beverly Hills, CA
- Ladera Linda Park Master Plan and Community Center, Rancho Palos Verdes, CA
- Oakview Community Center Master Plan, Huntington Beach, CA
- West Hollywood Park Master Plan, West Hollywood, CA
- Plummer Park Master Plan, West Hollywood CA
- Manhattan Beach Community and Recreation Facilities Strategic Plan, Manhattan Beach, CA
- Costa Mesa Lions Park Redevelopment Master Plan, Orange County Branch Library and Community Meeting Center Costa Mesa, CA
- Oceanside Beachfront Improvement Feasibility Study, Oceanside, CA
- Riverside Downtown Master Plan and Main Library, Riverside, CA
- City of Chino Community Center, Chino, CA
- Isla Vista Community Center, Isla Vista, CA
- Estero Park Master Plan, Isla Vista, CA
- Museum of Redlands Master Plan and New Construction, Redlands, CA
- Center for Early Education Master Plan and Redevelopment Project, West Hollywood, CA
- City of West Hollywood Council Chamber, West Hollywood, CA
- Manhattan Beach Branch of the Los Angeles County Library, Manhattan Beach, CA
- Beverly Hills Library Master Plan and Children's Library Renovation, Beverly Hills, CA

RELEVANT EXPERIENCE

- Will Rogers Elementary School Classroom Building, Santa Monica, CA
- Canyon Charter School Classroom Building, Los Angeles, CA
- Grant Elementary School Renovation, Santa Monica, CA
- McKinley Elementary School Classroom Building, Santa Monica, CA



MARIANA DIAZ

JOHNSON FAVARO

DESIGN ASSOCIATE

Bachelor of Architecture, California Polytechnic State University, San Luis Obispo, 2016

LEED Green Associate

Mariana Diaz is a design associate who provides her experience in both small and large scale projects. She is experienced in project phases including feasibility studies, schematic design, design development, and construction documents, also working anywhere from design studies and presentation materials to coordination with consultants as well as production of drawing sets. She is proficient in a variety of software for drawing, modeling, digital rendering and post-processing.



RICK LLOYD, MRICS

MGAC - COST ESTIMATING

REGIONAL VICE PRESIDENT, COST ESTIMATION

Bachelor of Science, Quantity Surveying, Thames Polytechnic

Member, Royal Institution of Chartered Surveyors

Rick Lloyd brings over 30 years of experience in construction cost planning and estimating services on a wide range of domestic and international projects. He has notable expertise in the aerospace industry, corporate, and government sectors. Rick's extensive experience in cost estimating spans all phases of design and construction, including preconstruction and post-construction cost reports, claims reviews and settlements, and project management services. In addition, Rick has conducted and participated in value engineering exercises on many projects.

Rick has consulted Johnson Favaro on cost planning and estimation on every one of our public agency projects since 2002.

RELEVANT EXPERIENCE

- City of West Hollywood, West Hollywood, CA
 - Plummer Park Community Center*
 - West Hollywood Park Phase II
 - Public Library*
- City of Long Beach, Long Beach, CA
 - Houghton Park Community Center
 - Long Beach Civic Center
- City of Riverside, Riverside, CA
 - Nichols Park Joyce Jackson Community Center
 - New Riverside Main Library
- City of Beverly Hills, La Cienega Park and Recreation Complex
- City of Rancho Palos Verdes Ladera Linda Community Center and Park Expansion
- City of Huntington Beach Oak View Community Center Master Plan
- City of Santa Monica, Santa Monica, CA
 - Airport Park Expansion
 - Third Street Promenade Improvements
- City of Irwindale Recreation Center Structural Assessment, Irwindale, CA
- City of Altadena, Altadena, CA
 - Main Library Renovation
 - Bob Lucas Memorial Branch Library Renovation
- County of Orange, Donald Dungan Branch Library and Park Expansion, Costa Mesa, CA
- County of Los Angeles, El Cariso Regional Park and Community Center*, Los Angeles, CA
- New Recreation and Events Center, Pepperdine University, Malibu, CA
- Athletic and Recreation Center*, Claremont McKenna College, Claremont, CA
- Crafton Hills College, New Community Center Recreational Facility*, Yucaipa, CA

*Work prior to joining MGAC



AGOURA HILLS CALABASAS COMMUNITY CENTER The existing site presents untapped opportunities for expansion and diversification of indoor facilities.

OUR APPROACH

We understand that the city has requested qualifications to provide a needs assessment and programming effort that includes analyses of operational costs and funding strategies. To do so successfully, however, we will recommend that additional factors be considered in what would amount to a holistic and integrated planning approach.. ***Such an approach would include not only a needs assessment and programming effort, but also physical planning along with cost planning*** Without this integrated approach the city will be left with little more than a wish list and no strategy for its fulfillment.

INTEGRATED PLANNING Programming should never really take place in isolation of physical and cost planning; and therefore our approach hinges on the integration of these three independent and yet related tasks:

- **NEEDS ASSESSMENT AND PROGRAMMING**
- **PHYSICAL PLANNING**
- **COST PLANNING**

NEEDS ASSESSMENT AND PROGRAMMING That which has been asked of us and the core of our effort at its initiation will be to understand first globally then locally the recreational and community needs of the Agoura Hills/Calabasas service area. This corresponds to what we call the "Discovery" phase of the project. We begin with an inventory of the indoor facilities in the area (e.g. Agoura Hills Recreation Center, Calabasas Tennis and Swim Center) and at the Agoura Hills/Calabasas Community Center (AHCCC) site, an inventory of what peer cities in southern California provide, as well as best practices and benchmark standards in southern California and statewide.



EVALUATION OF CURRENT INDOOR PROGRAMMING Will reveal how well the needs of all generations of the community are currently met at the Agoura Hills/Calabasas Community Center.

With a shared understanding of programs and facilities in existence in the service area and what are best practices and benchmark standards among peer cities, we are able to effectively engage with city staff and the community in an effort to understand first the "wish list"--or "gap analysis"

There will be considerations that transform a wish list into a needs assessment but chief among them are 1) physical opportunities and constraints and 2) financial opportunities and constraints. The "Discovery" phase will therefore also include an analysis of existing properties under control of and available to the city as well as the existing Agoura Hills/Calabasas Community Center site (on which there are untapped opportunities). It will include an inventory of current site and facilities market rate construction unit costs by facility type as well as standards of staff and operations cost by facility type.

PHYSICAL PLANNING In the "Discovery" phase we will have understood the physical opportunities and constraints of the existing Agoura Hills/Calabasas Community Center as well as those of any other sites that may be available, and appropriate for the location of indoor facilities. In the "Option Development" phase we will evaluate the feasibility of location and co-location of facilities on any candidate site(s) relative to site size and geometry as well as cost of development. With this information in hand we will in collaboration with the city and the community develop options for how to physically accommodate desired programs and services that have been identified in the context of what it will cost to accommodate them. Two scenarios may emerge:

1. Costs of implementation will influence and exert downward pressure on the wish list as it transforms into a needs assessment and building program; and/or
2. A master plan will emerge that projects needs a generation out with a plan to incrementally implement the building program as resources allow. Funding options may also influence the outcome.

It is likely that we will encourage the latter of the two scenarios--that the city engage in a proper planning process that takes into account the long term vision of the life of the community, the goals that emerge from the vision, the opportunities and constraints at play in fulfillment of those goals and a plan to implement them over time. We would refer to this as a "master plan."--one that takes physical shape (albeit described with drawings) in addition to numerical and narrative form.

COST PLANNING All cities live in a world of limited resources and yet it has been our experience that while certainly in the short term money can be a deterrent, in the long term it is never as much about money as it is about will. Our job on your behalf is to build consensus across the community and its leadership that is authentically shared and explicit enough to establish the will for the investment of dollars on both near and long term time horizons. In other words, where there is the will, there is a way. Our contribution, then is to establish both the will and the way.

All of this has to be evidence based which, in the context of cost planning (capital and operations), requires a thorough knowledge of the costs of construction of various facilities types as well as staffing and operations costs. We cannot, for example, pretend a building program for facilities that the city cannot afford to operate. These are the parameters that are considered and influence the findings of the "Option Development " phase from which will emerge a preferred option for how to move forward in the near and long term.



NOT ALL COMMUNITY NEEDS NEED BE MET IN ONE PLACE Our analysis will also reveal those needs that are and are not being met within the Calabasas target area and environs. Such as, for example, at the Agoura Hills Recreation Center and Calabasas Swim and Tennis Center above.



LEADERSHIP Our goal is that the leadership (city council, commission) has participated throughout the planning process so that when final decisions are made they are confident and feel supported by their constituents with whatever they decide.



STEWARDSHIP A planning, steering, or task force committee of respected representatives from parks and recreation constituents and the city as a whole who are empowered to make recommendations to the leadership is key to our combined success.



PARTNERSHIP We embrace the voices of all those in the community who want one. Good ideas are good ideas wherever they come from: we are always learning from the communities we serve and work hard to make sure they participate.

OUR ENGAGEMENT

The planning and design team works with the city and its leadership in crafting a collaborative process that includes the participation of all those in the community who want a voice in the process. The purpose is to both learn from the process and communicate what we learn. The key is how.

A structured program of outreach identifies all parties with whom we should communicate and when. Interviews, meetings and forums occur at intervals in a variety of formats including one-on-one, small group, large group and community-at-large.

We will make use of internet based outreach and feedback mechanisms that can include a website social media and other tools (through which questionnaires can be delivered and comments received). These electronic communication techniques enhance interpersonal engagement; however, as useful as they are they should not replace personal engagement.

GATHER Hearing from as many parties as early and often as possible is crucial in understanding the full breadth of opportunities and challenges. This includes city leadership and all those it serves: seniors, young adults, children, as well as all social, economic and cultural constituencies within the community.

SHARE As we learn from others and from our own analysis, we document what we learn and communicate the opportunities and challenges for the project at hand. We make prolific use of drawings (in addition to narratives and numbers) to explore and receive ideas and express them in a consistently accessible manner.

PROPOSE We bring options to the table for fair consideration by everyone who wants to participate. No stone is left unturned. Through the process of the making of drawings, options emerge. Through the comparison of models and drawings, some options stand out, others disappear, and hybrids form.